OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

THIRTEENTH AMENDMENT TO AGREEMENT NO. 26174

THIS THIRTEENTH AMENDMENT TO AGREEMENT NO. 26174 is made and entered, in duplicate, as of September 17, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 15, 2015, by and between the LONG BEACH MUSEUM OF ART FOUNDATION, a California nonprofit public benefit corporation ("Foundation"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered into Agreement No. 26174 whereby Foundation agreed to manage the City's art collection; and

WHEREAS, the parties desire to amend the Agreement to reflect the compensation paid to Foundation for fiscal year 2015-2016;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 26174 and in this Amendment, the parties agree as follows:

1. Section 4.A. of Agreement No. 26174 is hereby amended in its entirety to read as follows:

"A. The City shall pay to the Foundation as compensation for Foundation's management services a fee of Five Hundred Seventy-One Thousand Dollars (\$571,000) for fiscal year 2003-2004, which has been appropriated by the City Council. Funding was reduced from the prior year and the parties negotiated regarding the level of services that the Foundation can provide for the actual amount of funding. The Foundation agrees to and shall perform its management services for the amount appropriated.

The City shall pay to the Foundation as compensation for Foundation's management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for each fiscal year in years 2004-2009, which has been appropriated by the City Council. Funding was reduced from the prior year and the parties negotiated regarding the level of services that the Foundation can provide for the actual amount of funding. The

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Foundation agrees to and shall perform its management services for the amount appropriated for each respective fiscal year.

The City shall pay to the Foundation as compensation for Foundation's management services a fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000) for each fiscal year in years 2009-2015, which has been appropriated by the City Council. Funding was reduced from the prior year and the parties negotiated regarding the level of services that the Foundation can provide for the actual amount of funding. The Foundation agrees to and shall perform its management service for the amount appropriated for each respective fiscal year.

The City shall pay to the Foundation as compensation for Foundation's management services a fee of Three Hundred Nineteen Thousand Dollars (\$319,000) for the fiscal year 2016, which has been appropriated by the City Council. Funding was increased from the prior year and the parties negotiated regarding the level of services that the Foundation can provide for the actual amount of funding. The Foundation agrees to and shall perform its management service for the amount appropriated.

If funding is reduced in future fiscal years, during the term of this Agreement, below the sum of Six Hundred Forty-Five Thousand Five Hundred Eighty-Five Dollars (\$645,585), then the parties agree to negotiate for a period of ninety (90) days regarding the level of services that the Foundation can provide for the actual amount of funding. If the parties have not reached agreement at the end of the ninety day period, then Foundation shall have the right to terminate this Agreement and the Lease by giving thirty (30) days notice of termination to the City.

The parties further agree to negotiate for any increase in the fee in any future year provided, however, that the fee shall be no greater than Six Hundred Sixty-Nine Thousand Dollars (\$669,000) plus cumulative increases in the Consumer Price Index (All Consumers) for Los Angeles-Riverside-Orange County with a base index year of 2003. If the parties reach agreement on an increase in the fee, then this Agreement shall be amended with authorization of the City Council to reflect such increase."

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	2. Except as expressly amended herein, all terms and conditions in
	Agreement No. 26174 are ratified and confirmed and shall remain in full force and effect.
	IN WITNESS WHEREOF, the parties have caused this document to be duly
	executed with all formalities required by law as of the date first stated above.
	LONG BEACH MUSEUM OF ART FOUNDATION, a California nonprofit public benefit corporation
	10.20-,2015 By Al Name Oliver Rrowks Title President, BOT, LBMA
	10-20-, 2015 By Wenter Name RONALD NEISON Title DIRECTOR
	"Foundation"
	CITY OF LONG BEACH, a municipal corporation EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. City Manager
	"City" Assistant City Manager
	This Thirteenth Amendment to Agreement No. 26174 is approved as to form on, 2015.
	By Deputy